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Contract Database Metadata Elements

Title: **Rome City School District and Rome City School Security Officers and Security Aides, United Public Service Employees Union (UPSEU) (2003)**

Employer Name: **Rome City School District**

Union: **Rome City School Security Officers and Security Aides, United Public Service Employees Union (UPSEU)**

Local:

Effective Date: **07/01/2003**

Expiration Date: **06/30/2006**

PERB ID Number: **9466**

Unit Size:

Number of Pages: **16**

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SG / 9466

COLLECTIVE BARGAINING AGREEMENT

By and Between

ROME CITY SCHOOL DISTRICT

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION



JULY 1, 2003 TO JUNE 30, 2006

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ARTICLES OF AGREEMENT

Made this 18th day of August, 2003 by and between the Rome City School District (herein after called the "District") and United Public Service Employees Union (herein after called the "Union") acting as representative for and on behalf of bargaining unit employees of the Rome City School District.

ARTICLE 1 APPLICABLE LAW

In the event any of the provisions of this Agreement shall be in conflict with any state or federal statute, such state or federal statute shall govern, but the remainder of the Agreement shall not be affected thereby.

ARTICLE 2 RECOGNITION

The District recognizes the Union as the sole and exclusive collective bargaining agent for all regular full-time and part-time school Security Officers and school Security Aides.

ARTICLE 3 PURPOSE

It is the intent and purpose of the parties hereto by this agreement to promote and improve labor and economic relationships between the District and its employees as represented by the Union and to set forth herein the basic Agreement covering areas of pay, hours of work, adjustment of grievances, and terms and conditions of employment to be observed between the parties hereto. The parties desire to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. The District retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, and all equipment which may be used in the operation of its business or in supplying its services; to determine how the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations; including the sole right to discipline employees for just cause, to hire, lay off, assign, transfer, promote and the right to establish rules pertaining to the operation of its business.

Section 2. The above rights of the District are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the District.

Section 3. Nothing contained in this article shall be construed as a waiver of the Union's right to bargain over mandatory subjects of negotiations pursuant to the Taylor Law.

ARTICLE 5 UNION SECURITY

Section 1. Membership in the Union shall be voluntary, but since both parties to this agreement recognize that a strong and active Union with full membership participation is desirable to the collective bargaining process, the District agrees that there shall be no discrimination, interference, restraint or coercion by the District or any of its agents or employees against any employee because of their membership or non-membership in the Union.

Section 2. The Union shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable rule, regulation or statute, under the terms and conditions of the Agreement, to designate its representative and to appear on their behalf to effect such representation; to direct, manage and govern its own affairs, to determine those objectives free from any interference, restraint, coercion or discrimination by the District.

Section 3. The above rights of the Union are not all inclusive, but do indicate the type of matters or rights which are inherent as a bargaining agent.

Section 4. The Union shall have the right to post notices of official business, appropriate state law, non-political notices or communications on bulletin boards at work location, out of public view and maintained on the premises by the District. Such notices will be in good taste and not be derogatory (as in bad taste).

Section 5. The Union shall have the right to confer with employees on the job for purposes of administering, adjusting or interpreting the terms of this agreement provided prior notification has been given to the appropriate District management designee.

Section 6. The District agrees that it will permit and pay one representative of the Union who is a regular District employee, reasonable time while on the job to resolve grievances and reasonable time to meet with an District representative to resolve and /or discuss differences of opinion regarding the interpretation of the terms of this agreement.

Section 7. The District will permit negotiators for the Union, who are regular District employees, reasonable time off while on the job to attend labor contract negotiation meetings between the District and the Union.

Section 8. The District agrees to provide the Union a list of District bargaining unit employees on an annual basis.

ARTICLE 6 DUES DEDUCTIONS

Section 1. The District shall deduct from the wages of the employees and remit regular membership dues for all employees who have signed the appropriate authorization permitting such deduction. The District agrees to authorize deductions and remittance of such monies exclusively for the Union as the recognized bargaining agent for the employees in Article 2.

Section 2. The District agrees to deduct from the wages of all employees and who are not members of the Union, an agency shop fee in the amount of the dues levied by the Union. Such sum shall be remitted to the Union.

Section 3. Deductions and membership dues and agency shop fees shall be made uniformly and consistently on each pay day of the month. Said funds shall be remitted to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779-3020.

Section 4. The District shall not be liable by reasons of the requirements of this agreement for remittance or payment for any sum other than that constituting actual deductions made from wages earned by employees.

Section 5. The Union hereby agrees to indemnify the District and hold harmless the District regarding any claims and suits pertaining to any deduction as set forth in Sections 1 and 2 above

ARTICLE 7 STRIKES

Pursuant to Section 210, Subdivision (1) of the Taylor Law, the Union hereby affirms that it does not assert the right to strike or any other prohibited full or partial work stoppage, against the District, to assist or participate in any such strike or to impose an obligation on its membership to conduct, assist or participate in any such strike.

ARTICLE 8 COMPENSATION

Section 1.

	Starting Rate	Effective 7-1-03 5% Increase	Effective 7-1-04 4% Increase	Effective 7-1-05 4% Increase
Security Officer	13.19	13.85	14.40	14.98
Security Aide	8.12	8.53	8.87	9.22

Section 2. Employees who are authorized to use their own vehicle for District business will be paid the current IRS rate.

Section 3. Employees shall receive a stipend of \$3.00 per day per event for use of personal vehicle (gas reimbursement) on approval of the Director of Security or his designee.

Section 4. Employees required to work in a higher paid position shall receive compensation at the rate of $1\frac{1}{2}$ x their hourly rate on approval of the Director of Security.

Section 5. Employees shall be entitled to an additional \$400.00 to be added to the base salary each year upon the successful attainment of the Civil Service status required for said position.

Section 6. Employees shall receive a yearly longevity payment of \$250.00 added to their base salary after completion of five (5) years of service.

ARTICLE 9 HOURS OF WORK

Section 1. The regularly scheduled work week shall be forty (40) hours, five (5) days per week, Monday through Friday.

Section 2. The regularly scheduled work day shall be eight (8) hours per day inclusive of one (1) paid fifteen (15) minute morning break, one (1) paid half ($\frac{1}{2}$) hour meal period and one (1) paid fifteen (15) minute break as presently exists for the employees.

Section 3. The work year shall be 184 days and shall coincide with the teacher's calendar.

Section 4. Employees will be notified in writing of their tentative assignments for the coming school year, as soon as practicable, and under normal circumstances at least one week prior to the close of school in June. The notifications of assignments shall be in writing and include the assigned school and/or location.

ARTICLE 10 OVERTIME PAY

Section 1. Employees shall be paid time and one half ($1\frac{1}{2}$ x) for all hours worked over forty (40) hours in any one week. Upon mutual agreement with the District, employees shall have the option of receiving overtime pay or compensatory time, but in either instance such compensation shall be calculated at one and one-half ($1\frac{1}{2}$ x) hours pay or time off for each hour of overtime worked.

Section 2. Employees required to work days other than the 184 days scheduled during the teacher's calendar shall be compensated at a rate of time and one-half ($1\frac{1}{2}$ x) their regular hourly rate. Employees who work outside the school calendar (June, July or August) shall be

compensated at a rate of time and one half (1 ½x) their regular hourly rate. In addition, time and one-half (1 ½x) will be paid for employees working the high school graduation.

Section 3. All paid time shall be considered as time worked for the purpose of calculating overtime.

Section 4. Sundays shall be paid at the rate of time and one half (1 ½x) for all hours worked.

Section 5. The District shall offer overtime work on an equitable basis (in reverse seniority if no volunteers).

Section 6. In the event no employee wants to accept the overtime assignment, the District shall have the right to assign the overtime to the least senior employee qualified for the assignment.

ARTICLE 11 RETIREMENT

Section 1. The District shall participate in the New York State Employees' Retirement System. The District shall adopt the Non-Contributory Improved "20 Year Career Plan (Section 75J), " which continues eligibility for retirement allowance for all members at age 55, but improves basic guaranteed retirement allowance (including annuity purchased by member's age 60 plan contributions on earnings before April 1, 1960) for persons who retire with 20 or more years of service. Where the member does not have twenty or more years of service the basic guaranteed allowance would be 1/50 of final average salary per year of service.

Section 2. The District shall subscribe to that portion of the retirement plan option allowing application by the employees of unused sick leave as additional service credit upon retirement (Section 41J).

Section 3. Upon retirement or disability causing retirement, employees who have served for at least ten (10) years in the District will be granted terminal pay added to their final year's salary. Such employee shall be paid in the amount equal to 1/400 of his final year's salary multiplied by 1/3 of his accumulated unused sick days (up to 200 days). The employee will submit at least three (3) months prior to the effective date of retirement a letter to the Board of Education indicating his intention to retire.

ARTICLE 12 NON-DISCRIMINATION

The District, the Union, and all employees shall so administer its obligation under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, color, age, sexual orientation, handicapped status, union membership or any other legally protected status as defined by state or federal law.

ARTICLE 13 LEAVE OF ABSENCE WITH PAY

Section 1. Each employee shall be credited with thirteen (13) days sick leave each July 1st, with a maximum accumulation of two hundred (200) days.

It is understood that sick leave shall be used for personal or family illness only.

It is understood that if there is a suspected pattern of abuse, the District may require the employee to justify the sick leave by submitting medical certification.

Section 2. Employees shall work the teachers calendar.

If an employee works on a holiday, he/she shall be compensated at a rate of two times (2x) their hourly rate, in addition to the paid holiday.

Section 3. Each employee shall be credited with three (3) days of paid personal leave each July 1st; effective July 1, 2004, four (4) days of paid personal leave. For purpose of this section, an employee shall apply for personal leave at least one (1) working day in advance, whenever practicable. Unused personal leave shall be credited to the employee's sick leave.

Section 4. Bereavement leave to attend to matters relating to the death shall be granted for a period not to exceed five (5) working days per school year, because of death in the employee's immediate family. Immediate family is defined as including spouse, parent, grandparent, spouse's parent and/or grandparent, child, brother, sister, legal guardian and foster parent. Employees shall be granted one (1) bereavement day per school year for the death of aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law.

Section 5. The Chief Shop Steward or designee shall have up to two (2) days per year to attend Union meetings, training, etc. with no loss of pay or deduction from personal leave. The Union will provide the District with five (5) days notice of such leave.

ARTICLE 14 JOB SECURITY

Section 1.

- (A.) Employees will acquire seniority upon the completion of a probationary period of six (6) months. Seniority will then retroactively accrue from the initial date of employment.
- (B.) District seniority is defined as the length of continuous service in the bargaining unit of the District's operations. An employee's effective seniority date is as recorded on their personnel record which is available upon request.
- (C.) An employee shall lose his seniority and right to be on a seniority list if:
 - 1. The employee quits.
 - 2. The employee is discharged.
 - 3. The employee is absent for three (3) consecutive working days while regularly employed without notifying the District.
 - 4. The employee fails to return to work within five (5) working days of recall from

- lay-off or following any authorized absence.
5. The employee is transferred to a position not covered by this agreement and does not return to their former position within twelve (12) months.
 6. The employee is absent for one (1) year due to disability or workers compensation injury.
- (D.) An employee is displaced from his job due to reduction in force or layoff may exercise his seniority within the Department in the following manner:
1. The employee may be assigned to an open job.
 2. The employee may be assigned to a job held by a less senior employee.

Section 2.

- (A.) The District agrees to post on the District facilities' bulletin boards, openings for any permanent positions, as declared by the District, for a period of five (5) days.
- (B.) The District will meet with a representative of the Union to review any departmental promotions that were not awarded to the most senior eligible employee, if such meeting is requested within five (5) working days of the assignment.
- (C.) During the posting, the District may fill the job temporarily without regard to seniority. Job postings will state the anticipated job location, shift and workweek schedule. Employees serving a probationary period shall not be permitted to bid on any positions during that probationary period. Full-time employees shall be awarded jobs by qualifications. All qualifications being equal, seniority shall then prevail.

Section 3. In the event the District determines that a layoff (or reduction of hours in lieu of a layoff) within the bargaining unit is warranted, the layoff shall be in inverse seniority order providing remaining employee can perform duties as required. The Union shall be notified of any impending layoff at least two (2) weeks in advance or the employee affected shall be paid in lieu thereof. When a recall occurs in a laid off employee's former position, the employee laid off last shall be notified in writing and rehired first, unless such employee has lost his/her seniority.

ARTICLE 15 UNIFORMS

The District shall furnish employees with uniforms and/or replacements of such parts of such uniforms as may reasonably be necessary. Employees must wear uniform provided.

ARTICLE 16 INSURANCE

Section 1. The District shall pay one hundred percent (100%) of the full cost of individual healthcare coverage. For employees hired after July 1, 2003, the District shall pay ninety percent (90%) of the individual coverage. The District shall pay seventy percent (70%) of dependent coverage.

Section 2. The District shall pay one hundred percent (100%) of the cost for an active employee's life and accidental death and dismemberment insurance plan in the amount of \$10,000 per bargaining unit member.

Section 3. The District shall pay a lump-sum payment of \$1,000 to any active employee who would qualify for coverage under the Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven (11) consecutive months. If any employee who has opted out of the Health Insurance Plan wishes to reenter, he/she may do so during open enrollment periods, January and July, of each year.

Section 4. Upon retirement after ten (10) years service, the employee may continue healthcare coverage at the same level and cost in place at the time of retirement.

ARTICLE 17 GRIEVANCE AND ARBITRATION

If any difference should arise between the District and the Union or an employee as to the meaning or application of the terms of this agreement, an earnest effort will be made to settle such differences in the following manner.

Section 1. Definitions

As used herein, the following terms shall have the following meanings:

- (A.) "Employee" shall mean any person directly employed and compensated by the District who is represented by the Union.
- (B.) "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the express terms of this Agreement.
- (C.) "Department" shall mean the Security Department.
- (D.) "Immediate Supervisor" shall mean the employee or officer on the next higher level above the employee in the department and who normally assigns and supervises the employee's work and approves his/her time record and evaluates his/her work performance.
- (E.) "Days" shall mean all days other than Saturdays, Sunday, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Article.
- (F.) Union representatives shall be present at each level of discipline and at each level of the grievance procedure.
- (G.) The grievance and arbitration procedures set forth herein shall be the sole method of resolving challenges except disciplinary action pursuant to Civil Service Law Sections 75 & 76.

Section 2. Initial Presentation

- (A.) An employee or his representative who claims to have a grievance shall present the grievance to the immediate supervisor.

- (B) The immediate supervisor shall discuss the grievance with the employee and shall take such investigation as is appropriate.
- (C) The supervisor shall answer the grievance, in writing, within three (3) days of receiving the grievance from the employee.

Section 3. Second Stage

- (A) If an employee presenting a grievance is not satisfied with the decision made by the immediate supervisor, the employee may, within ten (10) days thereafter, request in writing a review and determination of the grievance by the District.
- (B) The District may, and at the request of the employee shall, hold a hearing within ten (10) days after receiving the written request from the employee. The employee and the employee representative may present oral and written statements or arguments.
- (C) Within five (5) days after the close of the hearing, or when a hearing should have occurred, the District shall communicate the response in writing to the grievant, and to the employee's representative.

Section 4. Third Stage

- (A) If the grievance is not resolved in the second stage above, either the District or the Union may refer the matter to the Public Employment Relations Board (PERB) for appointment of an arbitrator in accordance with its rules. The party desiring advisory arbitration shall give written notice to PERB with a copy to the other party no later than ten (10) working days from the District's reply.
- (B) The arbitrator shall have no power to add to, subtract from, or in any way modify the terms of this Agreement provided, however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered not only to resolve the dispute, but to determine the issues to be decided. The arbitrator's advisory decision shall be submitted to the District Board for its final and binding determination.
- (C) Written briefs may be submitted by either party to the Arbitration.
- (D) All fees and expenses of the arbitrator shall be borne equally by the parties. Each party to the arbitration is responsible for the expenses of presenting and defending its own case.

Section 5. Discipline

- (A) Generally, the concept of progressive and corrective disciplinary action shall be followed when imposing discipline. That is, discipline is designed to correct the employee's behavior, not merely to punish. Progressive discipline considers lesser punishment for minor infractions with harsher penalties for greater offenses. However, proven theft or unapproved removal or possession of District property shall be grounds for termination. The process of progressive discipline shall include counseling, verbal reprimand, written reprimand, suspension or discharge.

- (B.) Prior to any disciplinary interrogation, the employee shall be advised they are the subject of an investigation and shall be given written notice of their right to Union representation.
- (C.) No employee shall be disciplined except for just cause. Such employee shall be served with written notice of the proposed action and the reason for it. Simultaneously, a copy of the notice shall be sent to the Union.
- (D.) No disciplinary action shall be commenced more than six (6) months after the District has knowledge of the alleged acts of incompetency or misconduct.

ARTICLE 18 LETTERS OF REPRIMAND

Section 1. An employee who receives a letter of reprimand must be given the opportunity to initial said letter before it is placed in the personnel file. The employee may appeal said letter by written, signed response. This response shall be placed in the employee's official personnel file along with the original letter of reprimand. A copy of the letter is forwarded to the Union unless the employee specifically directs otherwise.

Section 2. Upon mutual agreement of all parties involved in the reprimand, the letter of reprimand may be removed from the employee's file if the employee's annual evaluation indicates no additional incidents similar in nature have occurred in the performance time being reviewed.

ARTICLE 19 MISCELLANEOUS

Section 1. Copies of Contract.

The District agrees to supply the Union with copies of the contract for distribution to each employee and the Union.

Section 2. Performance Review

An annual review of the employee's performance as delineated by the position description duties and responsibilities will be done with input from the immediate supervisor provided to the Director of Security. The Director of Security will meet with the employee to review and discuss the evaluation. The completed evaluation becomes a part of the employee's personnel file.

Section 3. Jury Duty

Any District employee who is required to serve as a juror, shall be granted a leave of absence with pay provided that any fees received excluding mileage allowances shall be paid to the District in a daily amount not to exceed the daily rate of compensation paid as juror's fees.

Section 4. Certifications and Seminars

The District will continue to pay for all certifications, recertifications and seminars as required by any/all federal state, local or other agency.

Section 5. Emergency Closing

When there is an emergency closing of District facilities due to weather conditions, employees not released shall receive compensatory time off at some time in the future mutually agreed to by the department head and employee or overtime pay, at the employee's option.

Section 6. Labor-Management Committee

To ensure open communication on issues of importance to the District and the Union, the parties agree to create a Labor-Management Committee. Said committee shall consist of up to two (2) representatives of the District and two (2) representatives for the Union. The Committee shall be limited to job-related issues not subject to the grievance procedure. Meeting schedules shall be mutually determined by the District and the Union. If scheduled during the working time of the bargaining unit employees, the employees shall not lose pay for attending meetings. The committee shall not have the authority to modify this agreement.

Section 7. Light Duty

If an employee is injured on or off the job and through proper medical documentation cannot return to "full duty" status, the District may allow the employee to return to work on a "light duty" post (examples of light duty posts are at front desk in building, security office to answer phones or any other security position mutually agreed upon by the District and the Union).

"Light duty" assignments will not exceed sixty (60) working days. An employee on light duty status will not be afforded the opportunity to work overtime. The District reserves the right to review each case on an individual basis so as not to jeopardize the health and safety of the employee nor to jeopardize the liability to the District should employee be re-injured.

ARTICLE 20 GENERAL CONSIDERATIONS

Section 1. No article or section in this agreement shall be in violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, or the Judicial Conference of the State of New York, or any other law, local, state or federal.

Section 2. In the event that any article or section of this agreement will be determined by a Court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions. It is further agreed that the parties to this contract will meet within (30) days to negotiate negated clauses.

Section 3. Neither party to this agreement shall make or attempt to make any alteration, modification, change or variation in any of the items expressly and specifically covered by this agreement without written mutual consent.

Section 4. Each employee has the right to examine their personnel file upon application in writing to the District.

Section 5. Any reference herein to the masculine or feminine gender shall be read to include the opposite gender as well.

Section 6. The District shall not sub-contract any work that causes unit members to lose their position nor the opportunity for overtime work. However, notwithstanding the above, the District may utilize the Rome Police Department (RPD) or other official police agencies to perform extra work or services where special events including but not limited to: entertainment groups, sports competitions, graduations, reunions, student or community activities or emergencies that require the services of the police for the protection of persons or property. The District shall have the sole discretion in determining the need for outside police agencies.

Section 7. The District shall provide reimbursement for repair or replacement, value up to \$100.00, for clothing and personal effects damaged or destroyed during the course of an incident to employment, provided the loss is not caused by gross negligence of the claimant. Personal effects shall be defined as items such as jewelry, watches, rings, earrings, eyeglasses, clothing, purse/handbags, wallets. Claimant must show that the loss was occasioned during the performance of his/her official duties.

ARTICLE 21 LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PROMOTE ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 22 DURATION

This contract is for a term of three (3) years commencing July 1, 2003 and continues in full force and effect until June 30, 2006 or until a new contract is negotiated. Furthermore, the parties hereto agree that either party may, on or after January 1, 2006 serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event the parties and/or their representatives shall commence negotiations within thirty (30) days.*

In witness whereof the parties set their hands and seals in agreement on the date first set forth above.

Rome City School District

Thome Fullagar
Mar. A. Livi

Date: October 30, 2003

United Public Service Employees Union

[Signature]
Kevin E. Boyle, Jr.
President

Gary M. Hickey
Gary M. Hickey
Vice President/Regional Director
Negotiating Committee:

[Signature]
Paul H. Perry
Linda K. Kim

Date: 10/30/03